



JERRY E. POWERS
Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242
(562) 940-2501



August 5, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 August 12, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL OF AN OPERATIONAL AGREEMENT WITH THE SEVEN (7) REGIONAL CENTERS
WITHIN THE COUNTY OF LOS ANGELES**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department is requesting that your Board authorize the Chief Probation Officer to enter into an Operational Agreement with the seven (7) Regional Centers within the County of Los Angeles to provide coordinated services to children and adults with developmental disabilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Probation Officer to prepare and execute an Operational Agreement (Agreement) substantially similar to Attachment I with the County of Los Angeles Department of Children and Family Services (DCFS), County of Los Angeles Department of Mental Health (DMH), and the seven (7) State-contracted individual nonprofit Regional Centers (RCs) within the County of Los Angeles: Eastern Los Angeles Regional Center, Frank D. Lanterman Regional Center, Harbor Regional Center, North Los Angeles County Regional Center, San Gabriel/Pomona Regional Center, South Central Los Angeles Regional Center, and Westside Regional Center, to provide coordinated services to children and adults with developmental disabilities.
2. Delegate authority to the Chief Probation Officer to execute any amendments, related documents, or extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Probation Officer to prepare and execute an Agreement with DCFS, DMH and the seven (7) RCs to provide coordinated services to children and adults with developmental disabilities. The purpose of this Agreement is to define and confirm the roles and responsibilities of the County of Los Angeles Probation Department (Probation), DCFS, DMH and the RCs to work together to provide coordinated services that help improve the lives of residents in the County of Los Angeles with developmental disabilities. County Departments and RCs are committed to continue working collaboratively to enhance communication and effectiveness for a responsive, appropriate, and high quality service.

Resources will be optimally utilized in the most cost-effective, innovative, and beneficial manner. County Departments and RCs will continually focus on joint, as well as individual, administrative, and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of individuals and families. Efforts will be made to involve families with coordinated and comprehensive information, services, and resources from County Departments and RCs.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal # 1 Operational Effectiveness, and Goal # 3 Integrated Services Delivery.

FISCAL IMPACT/FINANCING

There is no net County cost (NCC).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In March 2005, State and County representatives met to discuss how to better serve Regional Center clients. As a result, an Agreement was developed to define and confirm the roles and responsibilities of the seven (7) RCs and County Departments for working together to provide coordinated services that help improve the lives of residents in the County of Los Angeles with developmental disabilities. County Departments and the RCs were committed to working collaboratively to enhance communication and effectiveness for a responsive, appropriate, and high quality service.

On March 29, 2005, your Board approved the Agreement between Probation, the Chief Administrative Office (CAO), DCFS, DMH, and the seven (7) RCs. The purpose of the Agreement was to provide coordinated services to children and adults with developmental disabilities.

The term of the proposed Agreement shall be for fiscal year 2014-2015 and shall be automatically renewed for successive fiscal year periods upon approval of Probation, DCFS, DMH and the RCs. The Agreement can be renegotiated and amended at any time by mutual consent of all parties. The Agreement can also be terminated without cause, provided that written notice is given to all parties at least 30 days in advance. The proposed Agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement shall provide more effectively coordinated services for the County of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jerry Powers", written in a cursive style.

JERRY E. POWERS
Chief Probation Officer

JEP:TH:cc

Enclosures

c: Executive Officer
Chief Executive Office
County Counsel



OPERATIONAL AGREEMENT

BETWEEN

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

AND

**COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH**

WITH

THE REGIONAL CENTERS IN LOS ANGELES COUNTY

FISCAL YEAR – 2014-2015

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I. PURPOSE

This Operational Agreement (Agreement) is entered into by the County of Los Angeles Probation Department (Probation), Department of Children and Family Services (DCFS), and the Department of Mental Health (DMH), hereinafter referred to as "County Departments," and the Regional Centers¹ (RCs) in Los Angeles County, which include Eastern Los Angeles Regional Center, Frank D. Lanterman Regional Center, Harbor Regional Center, North Los Angeles County Regional Center, San Gabriel/Pomona Regional Center, South Central Los Angeles Regional Center, and Westside Regional Center. The purpose of this Agreement is to define and confirm the roles and responsibilities of the County Departments and RCs to work together to provide coordinated services that help improve the lives of residents in the County of Los Angeles with developmental disabilities.

As used in this Agreement and in accordance with Welfare and Institutions Code section 4512, subdivision (a):

"Developmental disability" means a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. As defined by the Director of Developmental Services, in consultation with the Superintendent of Public Instruction, this term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature."

County Departments and the RCs are committing to work collaboratively to enhance communication and organizational effectiveness to provide responsive, appropriate, and high quality services to persons with developmental disabilities that help achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness. County Departments and the RCs will collaborate with families and communities in support of delivering services that are strength based, family focused, culturally competent, and tailored to address the unique and individual needs of persons with the developmental disability and their families.

¹Regional centers are nonprofit private corporations that contract with the California Department of Developmental Services to provide or coordinate services and supports for individuals with developmental disabilities. They have offices throughout California to provide a local resource to help find and access the many services available to individuals and their families.

County Departments and RCs are committed to supporting the optimal utilization of available resources in the most cost-effective, innovative, and beneficial manner. County Departments, RCs, and their partners will continually focus on administrative and operational enhancements to improve the sharing of information consistent with state and federal privacy and confidentiality protections, optimize resources, and assure best practices. Efforts will be made to involve families in the process of determining service plans and to proactively provide families with coordinated and comprehensive information, services, and resources.

II. TERM AND TERMINATION OF AGREEMENT

This Agreement shall be effective upon the date it is signed by the parties and, unless terminated earlier as otherwise provided herein, shall continue in full force and effect through fiscal year 2014-2015. Thereafter, this Agreement shall be automatically renewed for successive fiscal year periods. Any party may terminate this Agreement without cause, provided that written notice is given to all parties at least thirty (30) days in advance.

III. CHANGES AND AMENDMENT

Each party reserves the right to change, through negotiation with all other parties, any portion of this Agreement including amendment of the roles and responsibilities provisions. Any such changes or amendments shall be approved by all parties to this Agreement.

IV. ROLES AND RESPONSIBILITIES

The roles and responsibilities of DCFS, Probation, and RCs under this Agreement are set forth in Appendix A. The roles and responsibilities of DMH and RCs are set forth in a Memorandum of Understanding (MOU) executed on June 30, 1999, and amended on June 16, 2000, attached hereto as Appendix B.

DCFS, Probation, DMH and RCs will each assign a liaison (Liasion) and provide annual training and consultation to each other's staff on the County Departments' and RC's respective structure, including the available services and specialized programs within each County Department or RC. Liaisons will meet as needed, on at least an annual basis to:

- A. Develop and implement resource development plans, which may include recruitment of potential residential providers that have experience serving children and adults with development disabilities;
- B. Review the effectiveness of interagency collaboration;
- C. Address any outstanding issues between the agencies; and

- D. Establish the direction and priorities for ongoing collaboration efforts between the agencies.

When a dispute arises regarding a client's individual case, every attempt shall be made to resolve local disputes at the lowest administrative level. The case shall be referred immediately to the applicable County Department's or Departments' Liaison(s) and the RC's Liaison, or designee, for resolution within fifteen (15) days. When resolution is not reached at the County Departments and RCs Liaison level, the case shall be referred to the Director(s) of the County Department(s) and RCs.

The Directors of the County Departments, or their designee, shall be responsible for monitoring implementation of this Agreement and coordinating the development and execution of any necessary changes and/or amendments to the Agreement, as well as facilitating the semi-annual and annual meetings required by this section and Appendix A under the Liaison Function item two (2) and three (3).

V. COST AND EXPENDITURES

Participating County Departments and RC personnel will carry out designated functions as described in Appendices A and B at their own expense, including salaries and benefits, local transportation, and materials. Cross training will be provided by each County Department and RCs and allow for cross training as described in Appendices A and B.

VI. MUTUAL INDEMNIFICATION

The RCs shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

The County shall indemnify, defend and hold harmless the RCs, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with RCs' acts and/or omissions arising from and/or relating to this Agreement.

VII. GENERAL INSURANCE REQUIREMENTS

Without limiting RCs' indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the RCs shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections VII and VIII of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the RCs pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the RCs for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the RCs' General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to the RCs' policy expiration dates. The County reserves the right to obtain complete, certified copies of any required RCs and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the RCs identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the RCs, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room B-83
Downey, CA 90242**

- The RCs also shall promptly report to County any injury or property damage accident or incident, including any injury to an RC employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the RCs. The RCs also shall promptly notify County of any third party claim or suit filed against the RCs or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the RCs and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County, and its Agents) shall be provided additional insured status under the RCs' General Liability policy with respect to liability arising out of the RCs' ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the RCs' acts or omissions, whether such liability is attributable to the RCs or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or changes in Insurance

The RCs shall provide County with, or RCs' insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, and term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

RCs' failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to the RCs, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from the RCs resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the RCs, deduct the premium cost from sums due to the RCs or pursue reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. The RCs' Insurance Shall Be Primary

The RCs' insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the RCs. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any RCs coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the RCs hereby waive its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The RCs shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

The RCs shall include all Sub-Contractors as insureds under RCs' own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. The RCs shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the RCs as additional insureds on the Sub-Contractor's General Liability policy. The RCs shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance

I. Deductibles and Self-Insured Retentions (SIRs)

The RC's policies shall not obligate the County to pay any portion of any RCs deductible or SIR. The County retains the right to require the RCs to

reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the RCs payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The RCs understand and agree they shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

The RCs may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the RCs use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

VIII. INSURANCE COVERAGE REQUIREMENTS

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the RCs' use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the RCs will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the RCs' operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions

Insurance covering the RCs' liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the RCs understand and agree they shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

IX. SHARING AND PROTECTION OF CONFIDENTIAL INFORMATION

The County Departments and RCs acknowledge and agree that they may have obligations under state and/or federal laws that impose on that party restrictions with respect to the sharing of certain information and/or records, including such laws as Welfare and Institutions Code Section 827, Welfare and Institutions Code Section 5328 et. seq., and the Health Insurance Portability and Accountability. All records and information obtained by employees of the County Departments and the RCs in their work belongs to the respective County Departments and RCs they represent. County Departments and the RCs agree to protect confidential and privileged information as required by applicable law. Each County Department and the RCs must require staff to adhere to all applicable laws and policies regarding confidentiality, and shall require that staff be trained and qualified to provide one of the services listed in Welfare and Institutions Code Section 18951. Each staff person must acknowledge that the information and/or records received in the course of providing services are confidential and that he/she will maintain their confidentiality as required by law. Specific information can be shared through documents obtained with respective County Departments and RCs and/or interdisciplinary staffing review meetings to the extent permitted by law, as described in the roles and responsibilities (Appendices A and B of this Agreement.) Everything that is legally allowed is considered part of the Juvenile Court Record and is therefore subject to disclosure under WIC Section 827.

X. APPENDICES

Appendix A - County of Los Angeles and Regional Centers Operational Agreement

Appendix B - Memorandum of Understanding (MOU) between DMH and RCs

Appendix C - Glossary of Terms

Appendix D1 - 34 Code of Federal Regulations Part 303 Regulations for the Early Intervention Program for Infants and Toddlers with Disabilities

Appendix D2 - Public Law 105-17 Individuals with Disabilities Education Act Part C - Infants and Toddlers with Disabilities

Appendix E - The Lanterman Developmental Disabilities Services Act Fact Sheet

XI. OPERATIONAL AGREEMENT

In witness whereof, we, the Authorized Officers of the respective County Departments and RCs below, do hereby agree to the terms of and cause the Agreement between the County and the RCs to be effective upon execution of this Agreement. This Agreement provides clarification of the roles and responsibilities of the parties and confirms their commitment to deliver efficient,

effective, and coordinated services to children and adults that support achievement of desired outcomes.

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IN WITNESS WHEREOF, the authorized officers of the parties hereto have authorized this Agreement executed and entered into this _____ day of _____, 2014.

JERRY E. POWERS, Chief Probation Officer
County of Los Angeles Probation

PHILIP L. BROWNING, Director
Department of Children and Family
Services

MARVIN SOUTHARD, Director
Department of Mental Health

MICHAEL DANNEKER, Director
Westside Regional Center

GLORIA WONG, Director
Eastern Los Angeles Regional Center

DIANE ANAND, Director
Frank D. Lanterman Regional Center

PATRICIA DEL MONICO, Director
Harbor Regional Center

GEORGE STEVENS, Director
North Los Angeles County Regional
Center

R. KEITH PENMAN, Director
San Gabriel/Pomona Regional Center

DEXTER A. HENDERSON, Director
South Central Los Angeles Regional
Center